



Sibling Guardianship Agreement With Release and Waiver of Claims

Parent/Guardian Information

Parent (Legal Guardian) Name: _____

Street Address: _____ City, State: _____ Zip: _____

Home Phone Number: _____ Mobile: _____

Emergency Contact Name: _____ Emergency Number: _____

Emergency Contact Relationship: _____

Parent (Legal Guardian) Email Address: _____

Member #: _____

Sibling Guardian Information

Sibling Guardian's Name: _____

Age: _____ Mobile Telephone Number: _____

Email: _____

Children Being Supervised by Sibling Guardian

Note: a maximum of two children may be supervised by a Sibling Guardian and each child must be at least six years of age.

Name: _____ Age: _____

Name: _____ Age: _____

Sibling Guardianship Program Rules

1. The Sibling Guardian named above must (i) be at least 12 years of age and (ii) maintain a Youth Certification from The Houstonian Club.
2. All siblings named on this Sibling Guardianship Form are included in the Family Membership for the undersigned.
3. The above named Sibling Guardian may perform the following limited functions (in lieu of a Responsible Adult, as defined in The Houstonian Club's Rules and Regulations):
 - Accompanying siblings to the tennis, racquetball and Padel courts, the Meadow, Center Court Café, the basketball court and the Associate Locker Room to shower and change.

The Sibling Guardian is not authorized to perform any other role, including without limitation, the following actions, which are not authorized:

- Taking siblings to the pools, Fitness Center, Outdoor Track or to “hang out” in the hallways or lounge areas of the Associate Locker Room without a Responsible Adult.
4. The Sibling Guardian is responsible for and must supervise the children listed above as being supervised by Sibling Guardian.

Release and Waiver of Claims

Houstonian Campus, LLC, a Texas limited liability company, doing business as The Houstonian Club (“The Houstonian Club”), is permitting my children to participate in the Sibling Guardianship Program, pursuant to the rules set forth above and in The Houstonian Club's Rules and Regulations.

I, the undersigned parent or legal guardian of the above named children, hereby assume all risks on behalf of my children incidental to the Sibling Guardianship Program. I acknowledge that the Released Parties (as defined below) are relying on this Agreement with Release and Waiver of Claims (the “Agreement”) in agreeing to allow my children to participate in the Sibling Guardianship Program, and but for this Agreement, The Houstonian Club would not have permitted my children's participation.

IN CONSIDERATION OF THE HOUSTONIAN CLUB OFFERING THE SIBLING GUARDIANSHIP PROGRAM AND THE PROVISION OF THE HOUSTONIAN CLUB FACILITIES, STAFF AND EQUIPMENT, I, ON BEHALF OF MYSELF AND MY CHILDREN, AND EACH OF MY AND MY CHILDREN'S HEIRS, LEGAL REPRESENTATIVES, ADMINISTRATORS, FAMILY MEMBERS, SUCCESSORS AND ASSIGNS, (I) AGREE THAT MY CHILDREN ENGAGE IN THE SIBLING GUARDIAN PROGRAM AT THEIR OWN RISK AND EXPRESSLY ASSUME ALL DAMAGES AND RISKS ASSOCIATED WITH THE SIBLING GUARDIAN PROGRAM AND USE OF THE HOUSTONIAN CLUB AND ITS FACILITIES, INCLUDING BUT NOT LIMITED TO, THE RISK OF INJURY OR DEATH AND DAMAGE TO OR DESTRUCTION OF PROPERTY AND (II) HEREBY FULLY AND

FOREVER DISCHARGE, RELEASE, AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS (A) THE HOUSTONIAN CLUB, ITS OWNERS, MEMBERS, MANAGERS, PARTNERS, OPERATORS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, VOLUNTEERS, COACHES, CONTRACTORS, VENDORS, AFFILIATES, AGENTS AND SUBSIDIARIES; AND (B) ALL OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, ATTORNEYS, INSURANCE PROVIDERS, REPRESENTATIVES, CONSULTANTS AND CONTRACTORS, AND FOR EACH OF THE PARTIES IN (A) AND (B) ABOVE, THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “RELEASED PARTIES”), FROM ANY AND ALL LIABILITIES, INJURIES, RIGHTS OF ACTION, CAUSES OF ACTION, LOSSES, DAMAGES, CLAIMS, DEMANDS, LOSS OF COMPENSATION, COSTS AND EXPENSES (INCLUDING ATTORNEYS’ FEES, COURT COSTS, COSTS OF INVESTIGATION AND EXPERT FEES) WHETHER RELATED TO PROPERTY DAMAGE, PERSONAL INJURY, DEATH OF PERSON OR OTHERWISE (COLLECTIVELY, “CLAIMS”), WHETHER THE SAME BE KNOWN, ANTICIPATED OR UNANTICIPATED, THAT MAY OCCUR AS A DIRECT OR INDIRECT RESULT OR ARISING OUT OF, REGARDING OR RELATING TO THE SIBLING GUARDIAN PROGRAM, VIOLATION OF THIS AGREEMENT, THE USE OF THE HOUSTONIAN CLUB FACILITIES AND EQUIPMENT BY MY CHILDREN, INSTRUCTION BY THE HOUSTONIAN CLUB STAFF OR AS A DIRECT OR INDIRECT RESULT OF MY OR MY CHILDREN’S PARTICIPATION IN THE SIBLING GUARDIANSHIP PROGRAM OR FROM ANY NEGLIGENCE ON THE PART OF THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, CLAIMS RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES AND FURTHER INCLUDING ANY CLAIMS RESULTING FROM DAMAGE TO PROPERTY OR PHYSICAL INJURY OR DEATH TO ME OR MY CHILD AS A RESULT OF MY CHILDREN’S PARTICIPATION IN THE SIBLING GUARDIANSHIP PROGRAM VIOLATION OF THIS AGREEMENT, OR THE USE OF THE HOUSTONIAN CLUB FACILITIES AND EQUIPMENT BY MY CHILDREN OR INSTRUCTION BY THE HOUSTONIAN CLUB STAFF.

The provisions of any state, federal or local law providing that a release shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at that time, to the person executing such release, are hereby expressly waived.

This Agreement constitutes the entire agreement between The Houstonian Club and the undersigned regarding the subjects covered hereby. All previous agreements, oral or written with regard to the subject matter hereof, are superseded with the exception of the Membership Contract existing between the Member identified below and the Club; and there exists no further oral or written representations, promises, assurances or statements of any kind affecting this Agreement except those which are expressly set forth in this document or referenced herein.

I represent by my signature below that I am the parent and natural or legal guardian of both the Sibling Guardian and the child or children being supervised by the Sibling Guardian, and I have full legal capacity and authority under the law to consent and enter into this Agreement and to act for and on behalf of both the Sibling Guardian and the child or children being supervised by the Sibling Guardian. I hereby bind myself, my children, our heirs, legal representatives, administrators, family members, successors and all other assigns to the terms of this Agreement. I agree to defend, indemnify and hold harmless the Released Parties for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of my children in the execution of this Agreement. I fully consent to my children participating in the Sibling Guardianship Program.

This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas and venue for any dispute shall be in the court of appropriate jurisdiction in Harris County, Texas.

Each section, part, term or provision of this Agreement shall be considered severable, and if for any reason any section, part, term or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other effect on other sections, parts, terms or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms or provisions shall not be deemed to be a part of this Agreement. This Agreement may be terminated by Club immediately at any time and for any reason by Club notifying the undersigned orally or in writing.

BY MY SIGNATURE BELOW, I HEREBY AFFIRM THAT I HAVE READ, AGREED TO AND FULLY UNDERSTAND THIS AGREEMENT AND HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT OF MY OWN FREE WILL ON BEHALF OF MY CHILDREN.

Signed this _____ day of _____, 20__.

Signature of Parent or Legal Guardian

Printed Name of Parent: _____

THE HOUSTONIAN CLUB

Houstonian Campus, LLC

By: _____

Title: _____

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